

**SWIM ENGLAND & ALL AFFILIATED CLUBS**  
**Summary of Insurance Cover 2023-2024**  
**ALL AFFILIATED SWIMMING CLUBS**

**Name of Club:** Birmingham Marlins Swimming Club

**Affiliation Number:** BMSM

**Policyholder :** Amateur Swimming Association (Swim England) Ltd

By virtue of affiliation to Swim England, the above named Club is entitled to access the following insurances whilst participating in any activity recognised and/or authorised by Swim England (and approved by the insurers).

Cover is provided to UK residents only.

**Period of Cover:** 01 April 2023 to the 31 March 2024

This document is intended to be a summary of cover.

Copies of the master full policy wordings including terms, conditions and exclusions are available on request.

### COMBINED LIABILITY

**Policy Numbers:** Primary - HU PI6 1957895, Excess of Loss D&O-P2023.1628.D1.A & Excess of Loss - EC798249

**Primary Insurer:** Hiscox Insurance Company Ltd

**Excess of Loss Insurer:** Rising Edge Ltd – Directors and Officers only

**Excess of Loss Insurer:** Zurich Insurance Company Plc (Excess of Loss not applicable to Employers Liability & Corporate Legal Liability)

**Retroactive Date:** 01 January 1985 (or date of last continuous membership whichever is later)  
Rising Edge Ltd - Prior & Pending 1<sup>st</sup> April 2023 / exclude all past notified claims/circumstances

**Entitled to Indemnity:** The affiliated Club, including its directors, officers, employees, coaches, teachers, members and voluntary helpers whilst representing the club

**Important** The Liability Insurances below (with the exception of Employers Liability) is provided on a “claims made” basis. It is essential that any claims or circumstances that might give rise to a claim are notified during the policy period in accordance with the terms of the policy wording otherwise the right for indemnity under this insurance will be forfeited.

### **PUBLIC LIABILITY/PROFESSIONAL INDEMNITY**

This covers legal liability for damages and legal costs arising out of Third Party loss, injury or damage, in connection with the activities described above and notified to the Insurer within the period noted above. Cover includes public liability, professional indemnity, financial loss, libel and slander, abuse, liability for damage to leased and rented premises, member to member liability, indemnity to principals and liability arising out of goods sold or supplied including refreshments.

### **EMPLOYERS LIABILITY**

This covers legal liability for damages & legal costs arising from the death or bodily injury to employees (voluntary or paid) in the course of their employment with the club, region or county. This cover is written on a claims occurred basis. Which means the policy will respond to an incident that occurs during the period of cover.

Swim England will issue an Employers Liability Certificate to you which you should evidence if requested

## MANAGEMENT LIABILITIES - DIRECTORS & OFFICERS (D&O) & CORPORATE LEGAL LIABILITY

These sections provide cover for the personal liability of Directors & Officers in their capacity as Insured Persons of the Policyholder and for the Club entity for actual or alleged error, misstatement, omission, neglect or breach of duty, or other act actually or allegedly committed or attempted in respect of all claims made against the Policyholder and notified to the Insurer during any Period of Insurance.

### LIMITS OF INDEMNITY

Public Liability	£20 million	any one claim
Products Liability	£20 million	any one period (costs inclusive)
Abuse Extension	£20 million	any one period (costs inclusive)
Professional Indemnity	£20 million	any one claim
Management Liability Directors & Officers (D&O)	£20 million	any one period (costs inclusive)
Management Liability Corporate Legal Liability	£5 million	any one period (costs inclusive)
Employers Liability	£10 million	any one claim (Terrorism £5 million any one period)

Inner Limits apply e.g. Pollution £100,000 under Public Liability & Corporate Legal Liability. Claims arising from Communicable Disease- limited to the Primary Policy limit £10,000,000.

Rising Edge Ltd Excess of Loss Policy does not follow any inner limits in the Hiscox Primary Directors and Officers Section.

The Zurich Excess of Loss policy does not follow any inner limits in the Hiscox Primary policy wording. Please refer to the policy wordings for full details.

Restricted cover applies in respect of legal actions brought in a court of Law within the USA or Canada

### Principal Exclusions

Liability arising out of:

- Criminal Acts
- The ownership, possession or use of any mechanically propelled vehicle, aircraft, hovercraft or water-borne craft
- Product Guarantee or recall, repair or replacement
- In connection with damage to any data
- Medical malpractice
- Damage to own property
- Abuse in respect of the individual accused or alleged to have committed abuse or have permitted abuse
- Cyber Incidents or Attack
- Incidents prior to the retroactive date
- Incidents / claims known to you but not reported to Insurers.

**Excess:** £2,500 each & every claim in respect of Corporate Legal Liability

**Policy Number:** PA00021224  
**Insurer:** Royal & Sun Alliance Insurance plc  
**Insured Persons:** All bona fide members of the club resident in Britain

**Cover**

Injury arising out of swimming and aquatic sports including dry-side training recognised and or authorised by Swim England in which the Insured Person is participating

	<b>BENEFIT DESCRIPTION</b>	<b>BENEFIT AMOUNT</b>	<b>Scale of Benefits</b>
1	Death	£5,000	Permanent Partial Disablement
2	Loss of two or more limbs or eyes or one of each	£30,000	The percentage shown below shall be applied to the Limit per Person under Benefit 3
3	Loss of one limb or one eye	£30,000	Loss by permanent physical severance or permanent and total loss of use of <ul style="list-style-type: none"> <li>• one big toe 15%</li> <li>• any other toe 6%</li> <li>• one thumb 30%</li> <li>• one forefinger 20%</li> <li>• any other finger 10%</li> </ul>
	Permanent & total loss of speech	£30,000	
	Permanent & total loss of hearing	£30,000	
	i) In both ears ii) In one ear		
4	Permanent Total Disablement from gainful employment for which the Insured is fitted by way of training education or experience	£30,000	Permanent total loss of use of <ul style="list-style-type: none"> <li>• shoulder or elbow 25%</li> <li>• wrist hip knee or ankle 22%</li> <li>• a foot below the level of the ankle (talo-tibial joint) 50%</li> <li>• the back or spine below the neck with no damage to the spinal cord 40%</li> <li>• the neck or cervical spine with no damage to the spinal cord 30%</li> </ul> Removal by surgical operation of <ul style="list-style-type: none"> <li>• lower jaw 30%</li> </ul> For forms of permanent disablement not specified the degree of disability will be assessed by comparison with the percentages shown in the scale without taking into account the Insured Person's occupation The appropriate percentage shall be applied to the amount for Benefit 3 shown in the Schedule or to the Limit per Person under Benefit 3 whichever is the lesser

In respect of members aged 70 to 85 years of age benefits 1, 2 and 3 only apply.

Cover applies until the expiry of the Period of Insurance in which the Insured Person attains the age of 85 years.

## Special Extensions

Accidental Medical Expenses	Up to £2,500 any one Insured Person
Bereavement Counselling	Up to £250 per week to a maximum of £5,000
Coma Benefit	£50 per full 24 hours up to a maximum of 104 weeks any one Insured Person
Convalescence	£200 per Insured Person reduced to £100 if Insured Person is aged 70 years of age and over
Counselling	Up to £250 per week up to a maximum £5,000 any one Insured Person
Dental Expenses	Up to £250 any one Insured Person for any one Accident reduced by 50% for those aged 70 years of age and over. Subject to £50 excess each & every loss
Dependents benefit	Additional 5% per Child up to a maximum 25% of Benefit 1 subject to a minimum £5,000
Funeral Expenses	Up to a maximum £5,000 any one Insured Person
Hospitalisation	£50 per full 24 hours up to a maximum of 104 weeks any one Insured Person
Paralysis	
A total loss of use of all four limbs bladder and rectum	£30,000
B total loss of use of two legs bladder and rectum	£15,000

### Maximum Incident Limit is £25 million subject to the following inner limits:

Multi-engined Aircraft	£1 million	Any other aircraft	£250,000
War	£5 million	Terrorism other than by Nuclear Chemical or Biological Cause	£5 million

## Principal Exclusions

### Bodily Injury arising out of:

- Flying (other than as a passenger),
- Committing or attempting to commit suicide
- Driving a motor vehicle while over the legal limit
- War or terrorism

### Bodily Injury as a result of or contributed to by:

- Drugs unless taken on proper medical advice and is not for the treatment of drug addiction
- Undertaking the Insured Sport against medical advice
- Illness or disease
- Post-traumatic stress disorder or any psychological or psychiatric condition
- Repetitive stress (strain) injury or syndrome or any other injury which develops over a period of time

<b>Policy Number</b>	TT8/3720449
<b>Insurer</b>	DAS Legal Expenses Insurance Company Ltd
<b>Insured</b>	The appointed officials on behalf of the affiliated Clubs of the Association

### Operative Covers

Employment Disputes and Compensation Awards	Counselling
Legal Defence including Motor Defence	Tax Advice
Property Protection	DASBusinesslaw
Commercial Legal Advice	Business Legal Services
Tax Protection	Business Legal Healthcheck
Redundancy Approval	Personal Injury

Cover includes fees and expenses of solicitors, barristers and expert witnesses, together with court costs and opponents' costs if they are awarded against a Club in a civil case

### Limit of

**Indemnity** £250,000 (Employment Disputes Compensation Awards aggregate limit £2,500,000 any one period)

**Extension** The Policy also includes a 24 hour Legal Advice helpline which provides free confidential advice on any matters affecting the Club.

### Reasonable Prospects

**(a)** For civil cases (other than insured incidents **Employment disputes and compensation awards 1-5** and **Legal defence**) the prospects that the **insured person** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment) or make a successful defence, must be at least 51%.

A **preferred law firm** or **tax consultancy** on **our** behalf, will assess whether there are **reasonable prospects**.

**(b)** For criminal cases there is no requirement for there to be prospects of a successful outcome.

**(c)** For all civil and criminal appeals the prospects of a successful outcome must be at least 51%.

### Main exceptions

1. Fine or other penalties, debt recovery, contract disputes or **any Club with excess of £50,000 wage roll (unless notified to and accepted by the insurer)**.
2. Incidents not referred to DAS before action. It is important to involve DAS as soon as you are aware a dispute may occur.

### Principal Exclusions

<ul style="list-style-type: none"> <li>• Court Awards and fines (other than compensation awarded under Employment disputes and compensation awards and Legal Defence sections of cover).</li> </ul>	<ul style="list-style-type: none"> <li>• Late claims – claims reported more than 180 after the date an insured person should have known about the insured incident.</li> </ul>
<ul style="list-style-type: none"> <li>• Intellectual property rights</li> </ul>	<ul style="list-style-type: none"> <li>• Nuclear, war and terrorism risks</li> </ul>
<ul style="list-style-type: none"> <li>• Deliberately intending to cause a claim under this policy</li> </ul>	<ul style="list-style-type: none"> <li>• Bankruptcy</li> </ul>
<ul style="list-style-type: none"> <li>• Franchise or agency agreements</li> </ul>	<ul style="list-style-type: none"> <li>• Defamation</li> </ul>
<ul style="list-style-type: none"> <li>• Disputes with DAS and/or Dispute with Master Policyholder.</li> </ul>	<ul style="list-style-type: none"> <li>• Judicial review, coroner's inquest or fatal accident inquiry</li> </ul>
<ul style="list-style-type: none"> <li>• Shareholder or partnership disputes</li> </ul>	<ul style="list-style-type: none"> <li>• Litigant in person</li> </ul>

If you require cover for Contract Disputes e.g. if you have coaches or teachers appointed under a contract for services, a separate legal expenses policy will be required please contact Howden for a Quotation

**Access to On-Line DAS Business Law**

Businesslaw is the legal information and document preparation website for businesses. You will find expert advice and Valuable document building tools to help you run your company and resolve tricky legal issues.

Visit [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk).

There is no specific password to enter for users to access the service. The registration form can simply be completed with the following minimum information requirements:

Title	A username and password will be required. The following is recommended:  <b>Username:</b> e-mail address of intended user <b>Password:</b> swimming <b>Voucher Code:</b> DAS472301
Name	
Work address	
Telephone Number	
Email Address	

When this process is complete an email will be sent to the inbox of the inserted email address. The email will contain details of how to register including a record of their username and password.

<b>Legal Advice Helpline:</b>	0330 100 7901	Please quote policy number TT8/3720449
<b>Tax Advice Helpline:</b>		
<b>Redundancy Approval Service:</b>		
<b>Claims Reporting:</b>		
<b>Counselling Helpline:</b>	0344 893 9012	

**In the event of a claim:**

You must report every claim and any incident that is likely to give rise to a claim in the future at the time you are made aware of it.

**Liability** - Liability Incident Notification Guidelines are attached to this document to assist you. Do not admit liability; do not make an offer or promise to pay.

**Legal Expenses** - Claims under the Legal Expenses Policy and for access to the Legal Helpline please contact DAS as detailed above.

**For all other claims** please contact Howden on 0121 698 8000 and complete the necessary report/claim form as soon as possible to avoid prejudicing your claim.

**This document is intended to be a summary of cover. Copies of the policy wordings are available on request. For any queries concerning the details above, please contact Howden on 0121 698 8000, who are the Insurance Brokers for Swim England.**

Additional information is also available via the Swim England Insurance Centre <https://www.howdengroup.com/uk-en/swim-england>

### **INCIDENT NOTIFICATION GUIDELINES**

It is important that all incidents that may give rise to a claim are reported to us as soon as possible after the event. This will enable Insurers to carry out investigations at an early stage whilst information relating to the claim remains fresh in the mind. This will also ensure that you are complying fully with your policy terms and conditions.

In order to achieve this, we ask that you notify us immediately of any incident that involves:-

- a fatal accident.
- an injury involving either referral to or actual hospital treatment.
- any allegations of libel/slander.
- any allegations of Professional Negligence i.e. arising out of tuition, coaching or advice given.
- any investigation under any child protection legislation or circumstances which trigger your Safeguarding Procedures.
- any circumstance involving damage to third party property.
- All incidents connected with the activity of diving

An injury is defined as:-

- any head injury that requires medical treatment [Doctor or Hospital.]
- any fracture other than to fingers, thumbs or toes.
- any amputation, dislocation of the shoulder, hip, knee or spine.
- loss of sight [whether temporary or permanent.]
- any injury resulting from electrical shock or burn, leading to unconsciousness or requiring resuscitation or admittance to hospital for more than 24 hours.
- any other injury leading to hypothermia, heat induced illness or to unconsciousness which requires resuscitation or admittance to hospital for more than 24 hours.
- loss of consciousness caused by asphyxia or by exposure to a harmful substance or biological agent.

Please note the above list is not exhaustive and if you are unsure as to whether an incident should be reported, then please do not hesitate to contact Howden Claims Department for further advice.

**We would remind you that in NO circumstances should you admit liability or agree to pay for any damage caused as this may prejudice the position of Insurers and COULD result in the withdrawal of any indemnity.**

Finally, please note that this is a Liability Policy where Insurers decide if negligence attaches to you. Therefore any payments you make to any third parties will not necessarily be reimbursed.

### **INCIDENT RECORDING GUIDELINES**

We would recommend that a designated person within your organisation is made responsible to record any reportable accident. Records must be kept for at least 6 years and significantly longer where the incident involves a minor as they have up to the age of 18 plus 3 years to make a claim. Names and addresses of any possible witnesses should also be recorded.

Current legislation does not specify the format of an accident register but the Accident Book BI 510 obtainable from HMSO is frequently used and is approved by the Information Commissioner for D&A Compliance.

The register must contain the following information relating to all reportable accidents or dangerous occurrences:

- date and time of accident
- as regards a person at work - full name; occupation; nature of injury; age
- as regards a person not at work - full name; status [e.g. customer]; nature of injury; age
- place where accident occurred
- a brief description of the circumstances
- method by which the event was reported

### **REPORTING INCIDENT TO HEALTH & SAFETY EXECUTIVE**

You may also have obligations under the RIDDOR regulations to report incidents to the HSE. For further information and to obtain a copy of the "RIDDOR explained" leaflet log onto the HSE website [www.hse.gov.uk](http://www.hse.gov.uk).

**Certificate of employers' liability insurance (a)**

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 and subsequently amended by regulation 2 of the Employers' Liability (Compulsory Insurance) Regulations 2008 (the **regulations**), one or more copies of this certificate must be displayed at each place of business at which the policyholder employs persons covered by the policy. This requirement will be satisfied if the certificate is made available in electronic form and each relevant employee to whom it relates has reasonable access to it in that form).

<b>Policy number</b>	HU PI6 1957895
<b>Name of policyholder</b>	<b>Birmingham Marlins Swimming Club</b> <b>BMSM</b>
<b>1. Date of commencement of insurance policy</b>	01/04/2023
<b>2. Date of expiry of insurance policy</b>	31/03/2024 Both days inclusive
<b>Insurer</b>	Hiscox Insurance Company Limited

We hereby certify that subject to paragraph 2:

1. the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey, the Island of Alderney (b); and
2. the minimum amount of cover provided by the policy is no less than £5 million (c).

Signed on behalf of Hiscox Underwriting Ltd as agent for the insurers



**Bob Thaker**  
CEO, Hiscox UK

**Notes:**

- a. Where the employer is a company to which regulation 3(2) of the regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- b. Specify applicable law as provided for in regulation 4(6) of the Regulations.
- c. See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy.

The certificate above shows that you are insured

- (i) with an authorised insurer, and
- (ii) in terms required by the Act for your liability for bodily injury or disease sustained by your employees.

The certificate (or any copy) must not be displayed unless the policy has been renewed.

Hiscox Insurance Company Limited  
Registered in England number 70234  
Registered office 1 Great St Helen's, London EC3A 6HX  
Tel no. 020 7448 6000

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